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12 Attorneys for Plaintiffs  
13 SANRIO COMPANY, LTD. and SANRIO, INC.

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

12 SANRIO COMPANY, LTD., a Japanese  
13 corporation and SANRIO, INC., a California  
14 corporation,

14 Plaintiffs,

15 vs.

16 J.I.K. Accessories, Inc., Accessitive  
17 Accessories, Inc., B.B. Apparels Inc., Amuseco  
18 Accessories, Inc., Nana Accessory, Inc., Seanna  
19 Corporation, Heiress Enterprises, Inc., Pinkland  
20 Corporation, Inc., Bliss, Final Choice, Joon Sik  
21 Bae, Yong Woo Kim, Any Bae, Jason Bae,  
22 Brian Ban, Ryan Bae, Ho Yong Na, Sang Wha  
23 Kim, Aeran Bae a/k/a Chris Bae, Jenny J. Lee,  
24 Sukmin Bae, John Bae, Lisa Bae, Grace Kim,  
25 Ken Chung, Yeun Sik Cha, Debbie Kim, DOES  
26 1- 10,

22 Defendants

Civil Action No. C 09-00440 EMC

STIPULATED FACTS AND  
CONCLUSIONS OF LAW IN SUPPORT  
OF [PROPOSED]  
FINAL JUDGMENT ON CONSENT:  
JOHN, AERON BAE A/K/A CHRIS BAE,  
AND CERTAIN BLISS AND FINAL  
CHOICE BUSINESSES

24 WHEREAS, on January 30, 2009, Sanrio Company, Ltd. and Sanrio, Inc. ("Plaintiffs")  
25 initiated the instant action against the named defendants as set forth above for trademark  
26 infringement in violation of 15 U.S.C. § 1114, et seq.; copyright infringement in violation of 17  
27 U.S.C. § 501, et seq.; unfair competition in violation of 15 U.S.C. §1125(a) et seq., as amended;  
28

STIPULATED FACTS AND CONCLUSIONS OF LAW IN SUPPORT OF  
[PROPOSED] JUDGMENT ON CONSENT: JOHN BAE, AERON BAE

C 09-00440 EMC

1 unfair competition under the law of the State of California, Cal. Bus. & Prof. Code § 17200 et  
2 seq.; and common law unfair competition.

3 WHEREAS, Defendants John Bae and Aeron Bae aka Chris Bae, individually and doing  
4 business as "Bliss" or "Bliss Accessories," located at 12478 North Main St., Rancho  
5 Cucamonga, CA 91730, and "Final Choice," located at 3376 South Bristol Street, Santa Ana,  
6 California 92704 (collectively, "Defendants") and Plaintiffs have concluded a settlement  
7 resolving Plaintiffs' claims against these Defendants in this civil action;

8 WHEREAS, the Plaintiffs and Defendants (the "Parties") wish to resolve this civil action  
9 through the entry of Judgment on Consent;

10 WHEREAS, without admitting that they knowingly infringed Plaintiffs' rights and  
11 specifically denying same, Defendants consent to the entry of Judgment on Consent;

12 WHEREAS, each Party has waived the right to appeal from the Judgment on Consent;

13 NOW THEREFORE, the Parties stipulate to the following facts and conclusions of law:

14 **STIPULATED FACTS**

15 1. Plaintiff Sanrio Co., Ltd. ("Sanrio") is a Japanese corporation and maintains its  
16 principal place of business located at 1-6-1 Osaki, Shinagawa ku, Tokyo 141-8603, Japan.  
17 Plaintiff Sanrio, Inc. is a California corporation and maintains its principal place of business at  
18 570 Eccles Avenue, South San Francisco, California 94080.

19 2. Since 1960, Sanrio Co., Ltd. has been engaged in the business of manufacturing,  
20 distributing and selling products for use by children and young adults. All of Sanrio's products  
21 are marked with the SANRIO trade name and mark. Since 1976, Sanrio, Inc. has been the  
22 exclusive United States distributor of the products of Sanrio Co., Ltd. and is currently the  
23 exclusive United States master licensee of the rights in and to the SANRIO trademarks and  
24 copyrights.

25 3. Sanrio is the creator and owner of the famous HELLO KITTY,  
26 KEROKEROKEROPPI a/k/a KEROPPI, and CHARMMY KITTY characters, as well as many  
27 other characters, as depicted in Exhibit 2 of the Complaint in this action. Since 1976, most of  
28

1 Sanrio's merchandise marketed in the U.S. has displayed HELLO KITTY character artwork on  
2 the products and product packaging. Since 1988, KEROPPI character artwork has appeared on  
3 numerous Sanrio products and product packaging marketed in the U.S. Since 2004,  
4 CHARMMY KITTY character artwork has appeared on numerous Sanrio products and product  
5 packaging marketed in the U.S.

6 4. Sanrio owns many U.S. Certificates of Copyright Registration for artwork  
7 depicting the Sanrio Characters, including the following Registration Nos.: VA 130-420, VA 1-  
8 303-874 and Vau 684-322 and VA 1-342-775 (HELLO KITTY); VA 707-212 and VA 636-579  
9 (KEROPPI); and VA 1-296-111 (CHARMMY KITTY) (the "Sanrio Registered Copyrights").

10 5. Sanrio owns several U.S. Trademark registrations, including U.S. Trademark  
11 Registration Nos. 1,200,083 and 1,277,721 for the design trademark depicting the head of the  
12 HELLO KITTY character; and 1,215,436 and 1,279,486 for the word mark HELLO KITTY, all  
13 of which are incontestable (collectively, "Sanrio's Registered Trademarks").

14 6. In addition to owning the foregoing federal trademark registrations, Sanrio owns  
15 all common law rights (including trademark and trade dress rights) to the HELLO KITTY  
16 character name and design, and the KEROPPI and CHARMMY KITTY character designs  
17 (collectively, "Sanrio's Common Law Trademarks").

18 7. Defendants John Bae and Chris Bae are individual residents of California, who  
19 were at all relevant times actively engaged in the operation, management and/or control of the  
20 retail businesses called "Bliss" or "Bliss Accessories," located at 12478 North Main St., Rancho  
21 Cucamonga, CA 91730, and "Final Choice," located at 3376 South Bristol Street, Santa Ana,  
22 California 92704 (the "retail stores").

23 8. Defendants are not authorized to manufacture, import, distribute, or sell Sanrio  
24 merchandise.

25 9. During at least the year 2007, Defendants displayed and offered for sale various  
26 counterfeit products depicting the HELLO KITTY character, and/or the KEROPPI and/or  
27 CHARMMY KITTY characters, at their retail stores (the "Counterfeit Merchandise").  
28

**STIPULATED CONCLUSIONS OF LAW**

10. The Court has jurisdiction over the subject matter of this civil action.

11. Sanrio owns valid copyrights, trademarks and trade dress in the name and design of the Hello Kitty Character.

12. The Counterfeit Merchandise distributed and sold by Defendants contained counterfeit versions of Sanrio's Registered Copyrights, Sanrio's Registered Trademarks, and Sanrio's Common Law Trademarks.

13. The acts of Defendants constitute copyright infringement, in violation of 17 U.S.C. § 501.

14. The acts of Defendants constitute trademark and trade dress infringement, in violation of 15 U.S.C. §§ 1114, 1125(a).

15. The acts of Defendants constitute unfair competition in violation of 15 U.S.C. §1125(a) et seq., as amended, Cal. Bus. & Prof. Code § 17200 et seq.; and common law.

The Parties, either themselves or through their undersigned counsel, hereby stipulate to the above facts and conclusions and consent to the entry of Judgment on Consent pursuant to the separately filed Proposed Judgment on Consent.

IT IS SO STIPULATED.

OWEN, WICKERSHAM & ERICKSON, P.C.

Date:

11/15/11

By:

NOEL M. COOK

LINDA JOY KATTWINKEL

Attorneys for Plaintiffs

SANRIO COMPANY, LTD., and SANRIO, INC.

LEACH & MCGREEVY

Date:

9/27/2011

By:

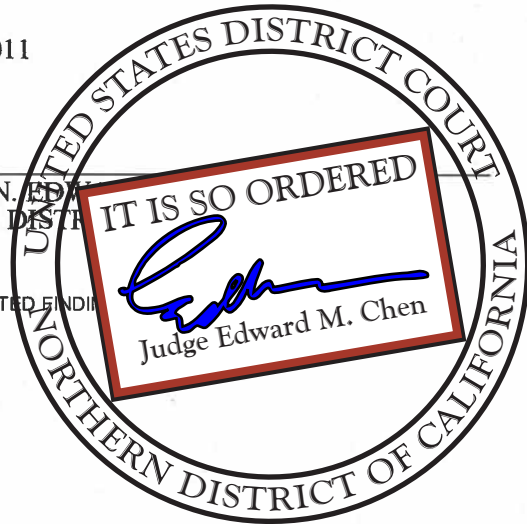
RICHARD EARL MCGREEVY

Attorney for Defendants,  
JOHN BAE AND AERON BAE

**IT IS SO ORDERED AND ADJUDGED.**

Dated this 21st day of Nov., 2011

HON. EDWARD M. CHEN  
U.S. DISTRICT COURT



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